



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 17, 2006

IN REPLY PLEASE REFER TO FILE: **PD-1**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD  
SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP PROGRAM  
ACCEPTANCE OF A GRANT FOR AN ILLEGAL DUMPING PREVENTION PROJECT  
SUPERVISORIAL DISTRICTS 1 AND 2  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed project to install a six-foot-high steel picket fence along the edge of public road right of way adjoining railroad rights of way owned by Union Pacific Railroad in various unincorporated County areas is exempt from the provisions of the California Environmental Quality Act.
2. Accept a grant in the amount of \$750,000 from the California Integrated Waste Management Board for the proposed project.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 30, 2002, your Board authorized the Director of Public Works to apply for grant funds under the subject program from the California Integrated Waste Management Board. Your Board also authorized the Director, or his designee, to negotiate and execute the necessary Grant Agreement. The enclosed Grant Agreement will be executed by the Director, or his designee, upon your Board's acceptance of the grant.

The project consists of installing a six-foot-high steel picket fence along the edge of public road right of way adjoining various railroad rights of way owned by Union Pacific Railroad in the unincorporated Athens, Florence-Firestone, Rancho Dominguez, Rosewood, and Willowbrook areas. The project will prevent illegal dumping of various forms of trash, vehicle abandonment, and homeless encampment on the railroad rights of way in these areas.

The California Integrated Waste Management Board recently notified us that we have been awarded \$750,000 for this project. Your Board's action will allow the Department to accept the grant funding to assist in financing the construction of this project. We will return to your Board for approval of the project plans and specifications, advertisement of the construction contract for bids, and award of the construction contract.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

The total project cost is currently estimated to be \$1,670,000. Sufficient funds to finance the cost of the project are included in the Fiscal Year 2006-07 Transit Enterprise Fund and Road Fund Budgets. We will receive \$750,000 from the California Integrated Waste Management Board under the subject program to partially finance the construction cost of the project. The remaining cost of \$920,000 will be financed with Road funds (\$55,000) and allocations from the First Supervisorial District's (\$128,000) and Second Supervisorial District's (\$737,000) Proposition A Local Return Transit Program funds.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On July 11, 2000, your Board approved guidelines for the acceptance of any grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed Grant Agreement has been reviewed and approved by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their action. The proposed project qualifies for a Categorical Exemption pursuant to Section 15301, Class 1(f) and Section 15303, Class 3(e) of the California Environmental Quality Act and Classes 1(i) and 3(b) of the revised County Environmental Document Reporting Procedures and guidelines adopted by your Board on November 17, 1987.

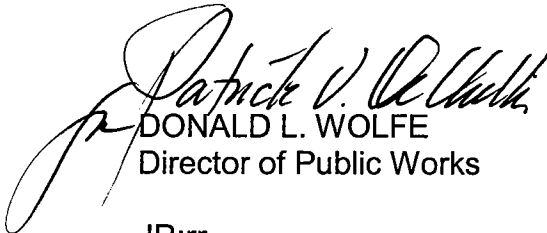
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon completion, this project will significantly reduce the amount of illegal dumping on railroad rights of way in these unincorporated County areas, which will enhance the environment and the quality of life for County residents.

### **CONCLUSION**

Upon approval, please return two adopted copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

JR:rr

C070110

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Enc. 2

cc: Chief Administrative Office  
County Counsel

# Los Angeles County Chief Administrative Office

## Grant Management Statement for Grants \$100,000 or More

**Department:** Public Works

**Grant Project Title and Description**

Install a six-foot high steel picket fence along the edge of public road right of way adjoining various railroad rights of way owned by Union Pacific Railroad in various unincorporated County areas.

**Funding Agency**

California Integrated  
Waste Management Board

**Program (Fed. Grant #/State Bill or Code #)**

Solid Waste Disposal and Codisposal Site  
Cleanup Program

**Grant Acceptance Deadline**

Upon Board Approval

**Total Amount of Grant Funding:** \$750,000

**County Match:** \$920,000\*

**Grant Period:** Approximately 20 months

**Begin Date:** Upon  
Acceptance of the grant

**End Date:** 04/30/2008

**Number of Personnel Hired Under This Grant:** 0

**Full Time:** 0

**Part Time:** 0

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the County obligated to continue this program after the grant expires?		N/A
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

**Impact of additional personnel on existing space:**

None

**Other requirements not mentioned above:**

Expenditure of grant funds for construction must occur by April 30, 2008.

Department Head Signature \_\_\_\_\_

Date: \_\_\_\_\_

\* County Match \$920,000 = \$465,000 hard cost (construction contract) + \$455,000 soft cost (in-kind services)

**GRANT AGREEMENT**

CIWMB110 (NEW 10/96)

GRANT NUMBER

SWC15-05-1

NAME OF GRANT PROGRAM

2005/2006 Illegal Disp. Site &amp; LF Cleanup Remediation Grants

GRANT RECIPIENT'S NAME

Los Angeles County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$750,000.00

TERM OF GRANT AGREEMENT

FROM: June 30, 2006

TO: April 30, 2008

THIS AGREEMENT is made and entered into on this 20th day of June 2006, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Los Angeles County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

The Grantee agrees to perform the work described in the Work Plan attached hereto as Exhibit C according to the Budget attached hereto as Exhibit D.

The Grantee further agrees to abide by the provisions of the following exhibits attached hereto:

- Exhibit A - Terms & Conditions
- Exhibit B - Procedures & Requirements
- Exhibit C - Work Statement/Work Plan
- Exhibit D - Budget

Exhibits A, B, C and D attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

The State agrees to fund work done by the Grantee in accordance with this Agreement up to the Total Grant Amount Not to Exceed specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates entered below.

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE'S NAME (PRINT OR TYPE) Los Angeles County	
SIGNATURE —		GRANTEE'S SIGNATURE —	
Mark Leary, Executive Director	DATE	TITLE (Authorized representative )	DATE
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT  \$750,000.00	PROGRAM/CATEGORY (CODE AND TITLE)  2005/2006 Illegal Disp. Site & LF Cleanup Remediation Grants		FUND TITLE  2136
(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	ITEM 3910-516-386	CHAPTER 655	STATUTE 1993
TOTAL AMOUNT ENCUMBERED TO DATE \$750,000.00	FISCAL YEAR 2005/2006		
OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-14391-418.03			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER  — <i>Dawn M Johnson</i>		DATE  6/21/06	

**EXHIBIT A**  
**TERMS AND CONDITIONS**

## **EXHIBIT A**

### **TERMS AND CONDITIONS**

#### **Solid Waste Disposal and Codisposal Site Cleanup Grant Program Fiscal Year 2005-2006 (Cycle 4)**

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay all outstanding debts owed to the California Integrated Waste Management Board (CIWMB) within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Solid Waste Disposal and Codisposal Site Cleanup Grant Program.
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

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#### **1. ACKNOWLEDGEMENTS**

The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

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#### **2. ADVERTISING/ PUBLIC EDUCATION**

The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials.

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#### **3. AIR OR WATER POLLUTION VIOLATION**

Under the State laws, the Grantee shall not be:

- a. In violation of an order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

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#### **4. AMENDMENT**

No amendment or variation of the terms of this Agreement shall be valid unless

**8. AUDIT/RECORDS  
ACCESS**

The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

*[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]*

**9. AUTHORIZED  
REPRESENTATIVE**

The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity of the authorized representative.

**10. AVAILABILITY OF FUNDS**

The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

**11. CHILD SUPPORT  
COMPLIANCE ACT**

For any agreement in excess of \$100,000, the Grantee acknowledges that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**12. COMMUNICATIONS**

All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, or FAX followed by prepaid mail or personal delivery to the Grant Manager at the following addresses:

Via standard mail:

California Integrated Waste Management Board  
Attn: Mustafe Botan/MS 20  
Remediation, Closure, and Technical Services Branch  
Permitting and Enforcement Division  
P.O.Box 4025  
Sacramento, California 95812-4025

Via courier/personal delivery:



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unless the employment, activity, or enterprise is required as a condition of regular state employment.

- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

*Former State Employees (PCC § 10411):*

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.
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**17. CONTRACTORS/  
SUBCONTRACTORS/  
VENDORS — DEFINITIONS**

Contractor: A person or entity that contracts with the Grantee to perform eighty percent (80%) or more of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Subcontractor: A person or entity that contracts with the Grantee or Contractor to perform a portion (less than eighty percent [80%]) of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Vendor: A person or entity that contracts to sell goods; the sale of services is expressly excluded from this definition.

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**18. CONTRACTORS/  
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such (sub)contract, the Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

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**19. CONTROLLING LAW**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

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**20. COPYRIGHTS AND  
TRADEMARKS**

- a. The Grantee assigns to the State any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the State. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the
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**28. EXPATRIATE  
CORPORATIONS**

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The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

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**29. FAILURE TO PERFORM  
AS REQUIRED BY THIS  
AGREEMENT**

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The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:

- a. Investigation and application of technologies, processes, and/or devices which support reduction, reuse, and/or recycling of wastes; or
- b. Cleanup of the environment; or
- c. Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:

- a. Application of or information, a process, usable data or a partial product which can be used to aid in reduction, reuse, and/or recycling of waste; or
  - b. The cleanup of the environment; or
  - c. The enforcement of solid waste statutes and regulations, as applicable.
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**30. FORCE MAJEURE**

Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

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**31. FORFEIT OF GRANT  
FUNDS/REPAYMENT OF  
FUNDS IMPROPERLY  
EXPENDED**

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to the CIWMB any funds improperly expended.

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**32. GRANTEE'S  
INDEMNIFICATION AND  
DEFENSE OF THE STATE**

The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

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**33. GRANTEE'S NAME  
CHANGE**

A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

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**34. NATIONAL LABOR  
RELATIONS BOARD  
CERTIFICATION**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of

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- e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
  - f. Payment will be made only to the Grantee.
  - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.
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**40. PERSONAL  
JURISDICTION**

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

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**41. REAL AND PERSONAL  
PROPERTY ACQUIRED  
WITH GRANT FUNDS**

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CIWMB approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CIWMB for such purposes.
  - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee.
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**42. RECYCLED-CONTENT  
CERTIFICATION**

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at <http://www.ciwmb.ca.gov/Grants/Forms/CIWMB074GCleanup.pdf>.

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**43. RECYCLED-CONTENT  
PAPER**

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer fiber. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper.

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**44. RECYCLED-CONTENT  
PRODUCT  
PROCUREMENT**

In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled-content requirements, see [www.ciwmb.ca.gov/BuyRecycled/StateAgency/](http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/). If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement.

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**45. REDUCTION OF WASTE**

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and, the practice of other waste reduction measures where feasible and appropriate.

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**46. REDUCTION OF WASTE  
TIRES**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to, equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide

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Grantee under this Agreement.

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**54. TIME IS OF THE ESSENCE** Time is of the essence to this Agreement.

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**55. UNION ORGANIZING** By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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**56. UNRELIABLE LIST** Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See [www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5](http://www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5). If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

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**57. VENUE/CHOICE OF LAW**

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- b. The laws of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

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**58. WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE** The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

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**59. WORK PRODUCTS** The Grantee must provide the CIWMB with copies of all final products identified in the Work Plan.

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**60. WORKERS' COMPENSATION/LABOR CODE** The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

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**EXHIBIT B**  
**PROCEDURES AND REQUIREMENTS**

EXHIBIT B  
PROCEDURES AND REQUIREMENTS  
GRANT TO PUBLIC ENTITIES TO ABATE ILLEGAL DISPOSAL SITES  
SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP PROGRAM  
FISCAL YEAR 2005-2006 (CYCLE 4)

SECTION I

- 1.01 Notification Prior to Initiation of Cleanup Activities. At least two weeks prior to the initiation of the cleanup activities of each site, Grantee shall send to the California Integrated Waste Management Board (CIWMB) Grant Manager written notification of the scheduled start date. Cleanup activities may not commence unless and until Grantee has received a Notice to Proceed, which shall be issued by the CIWMB upon receipt of a fully executed Grant Agreement.
- 1.02 Grant Term. The grant term is from the Notice to Proceed through April 30, 2008.
- 1.03 Deadlines. Time is of the essence in this Agreement. Grantee shall enter into all necessary contracts for the work by May 15, 2007, and shall cause all work to be completed by the end of the grant term, April 30, 2008, or such subsequent dates pre-approved in writing by the CIWMB Grant Manager, but in no event later than the end of the grant term.
- 1.04 Site Access. Grantee shall allow the CIWMB and other State Agency representatives to inspect the site cleanup and related work being performed at any time during the performance of the work, and shall provide full access to project records.
- 1.05 Change of Financial Condition. The Grantee agrees to immediately notify the CIWMB Grant Manager of any changes in the financial condition or circumstances that would make the owner and/or responsible party financially able to accomplish the required site cleanup without CIWMB funds. This notification shall be required during the term of this Agreement. Changes in the financial condition of the owner and/or responsible party may negate the need for grant funds.
- 1.06 Cost Recovery. The Grantee agrees to pursue cost recovery for funds expended on private properties to the extent possible, unless waived by the CIWMB. The Grantee agrees to repay the CIWMB any funds collected through cost recovery, sale of lien properties, special tax assessments, or other methods of collection, less any reasonable administrative costs incurred by the Grantee in obtaining repayment.
- 1.07 Sale of Property. If any of the public property(ies), remediated with grant funds, are sold within twelve (12) months of completion of the cleanup, a portion of the proceeds from the sale shall be remitted to the CIWMB in an amount commensurate with that expended by the CIWMB to remediate the site.

SECTION II

- 2.01 Work Plan and Budget/Eligible Costs. Refer to the Terms and Conditions, under Payment, which is attached to and incorporated herein by reference as Exhibit A. *Note: It is the Grantee's responsibility to review all documents, letters, e-mails, and other information updates supplied by CIWMB.*
- 2.02 Reliable Contractor's Declaration. The Grantee must provide a declaration signed under penalty of perjury by each of the Grantee's contractor(s) and/or subcontractor(s), stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the contractor(s). The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Contractors/Subcontractors" and "Unreliable List" sections in Exhibit A - Terms and

- 2.04 Payment Requests. Not more than once per month, the Grantee shall submit to the Grant Manager at the address specified in Exhibit A, one (1) original and two (2) copies of its Payment Request. The Payment Request shall be signed by the person authorized by Grantee's Resolution. Grantee must use CIWMB Payment Request form (CIWMB 87), available at <http://www.ciwmb.ca.gov/Grants/Forms/CIWMB087.doc> or from your Grant Manager.
- 2.05 Property Purchased With Grant Funds. CIWMB will require that Grantees secure their obligations under the Grant Agreement by executing a security agreement that provides for CIWMB to receive a purchase money security interest in any equipment or fixtures acquired with grant funds. Grantees must execute all documents required to complete CIWMB's security interest prior to any payment of grant funds.
- 2.06 Supporting Documentation. Payment Requests shall be accompanied by supporting documentation. Types of acceptable documentation include, but are not limited to:
- a. Invoices: should include the name of the vendor, vendor's telephone number and address, a description of goods or services purchased, amount due, and date.
  - b. Receipts: should include the same information as invoices.
  - c. Purchase orders with proof of payment: should include the same information as invoices. Purchase orders must be accompanied by proof of payment (e.g., copies of cancelled checks).
  - d. Personnel Expenditure Summary Form: must document these costs based on actual time spent on grant related activities; form available at <http://www.ciwmb.ca.gov/Grants/Forms/CIWMB165.doc> (NOTE: These forms are not required if you have an alternate time reporting method pre-approved in writing by your CIWMB Grant Manager).
- 2.07 Payment Verification. The Grant Manager will verify Payment Requests for completeness and accuracy, and adjust as necessary. Payments will be computed at 100 percent of the amount approved by CIWMB staff for payment, less 10 percent to be retained by the State until Grantee has satisfied all conditions stipulated in this Agreement. After CIWMB staff approval, Payment Requests will be forwarded to the State Controller's Office for issuance of payment warrants.
- 2.08 Payment Processing. The State will make payments to Grantee as promptly as fiscal procedures permit. Payment is typically made to Grantee approximately 60 calendar days from the date the completed Payment Request is approved by the Grant Manager. Payment shall be made only to the Grantee.

### SECTION III

- 3.01 Permit Checklist. With each Grant Payment Request (CIWMB 87), the Grantee shall either submit to the Grant Manager a completed and signed General Checklist of Business Permits, Licenses and Filings Form (CIWMB 669), available at <http://www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc>. If the information on the previously submitted Checklist of Business Permits, Licenses and Filings requires updating OR indicate that the information on the previously submitted form is up to date (complete Step 8 on the Grant Payment Request Form).
- 3.02 Progress Reports. The Grant Manager may request a Progress Report at any time during the grant term.

**EXHIBIT C**  
**WORK STATEMENT/PLAN**



## WORK PLAN

The scope of work for this project entails construction of a permanent, six-foot-high steel picket fence designed to prevent illegal dumping and other illegal use within the railroad right of way at 15 locations in the County.

### Eligible Tasks

**Complete work plans, design, specifications, and permitting** 8 months from execution of contract

Work plan, technical specifications, plan processing, cost scheduling, and permitting.

**Advertise and award contract** 14 month from execution of contract  
Bid documents, solicitation, evaluation, selection, and contract award.

**Start construction** 12 months from execution of contract  
Issuance of Notice to Proceed and mobilization.

**Complete construction** 16 months from execution of contract  
Install fencing at 15 sites.  
Contract administration and inspection per project specifications.

### Ineligible Tasks

- UPRR will remove trash and debris on their right of way at each of the 15 sites prior to installation of the fence.
- After fence installation at each site, Public Works will post signs and distribute informational brochures to surrounding neighborhoods to help ensure the success of the project.

## EVALUATION NARRATIVE

### The Los Angeles County Department of Public Works

A registered Civil Engineer from the Department of Public Works (Public Works) will manage the construction of the permanent fencing at all 15 sites targeted for this project. Public Works will also be responsible for the final inspection of the fence construction.

### Union Pacific Railroad

The Manager, Vegetation Control for Union Pacific Railroad, will be responsible for the day to day operations focused on the refuse removal and cleanup of the targeted sites prior to and after the installation of the fence.

**EXHIBIT D**  
**BUDGET/COST ESTIMATE**

**ATTACHMENT J  
PROJECT BUDGET**

DESCRIPTION	GRANT FUNDS REQUESTED	LOCAL MATCH	TOTAL ESTIMATE
<b>CONSTRUCTION</b>			
Traffic Control	\$12,000		\$12,000
Clearing, Grubbing, & Removal	\$22,000		\$22,000
Mobilization/Logistical Preparation	\$82,000		\$82,000
Steel Picket Fence, 6-ft, 6-ft-wide panel	\$618,000	\$354,000	\$972,000
Steel Picket Gate, 16-ft	\$12,000		\$12,000
Excavation	\$4,000		\$4,000
<b>SUBTOTAL</b>	<b>\$750,000</b>	<b>\$354,000</b>	<b>\$1,104,000</b>
Construction Engineering		\$221,000	\$221,000
Contingency		\$110,000	\$110,000
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$750,000</b>	<b>\$685,000</b>	<b>\$1,435,000</b>
<b>ENGINEERING</b>			
Plan, Specifications, and Estimates		\$165,000	\$165,000
<b>ENGINEERING SUBTOTAL</b>	<b>\$0</b>	<b>\$165,000</b>	<b>\$165,000</b>
<b>PROJECT TOTAL</b>	<b>\$750,000</b>	<b>\$850,000</b>	<b>\$1,600,000</b>